

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM455233

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALL DIGITAL ADS FZE		12/01/2017	Limited Liability Company: UNITED ARAB EMIRATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	J.L. Interactive Limited		
<b>Trading As:</b>			
<b>Street Address:</b>	13/1 Line Wall Road		
<b>City:</b>	Gibraltar		
<b>State/Country:</b>	GIBRALTAR		
<b>Postal Code:</b>	GX11 1AA		
<b>Entity Type:</b>	Limited Liability Company: GIBRALTAR		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5306520	ROMANCE COMPASS	
<b>Registration Number:</b>	5306517	JUMP4LOVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	+380982929191		
<b>Email:</b>	counsel.levkovsky@gmail.com		
<b>Correspondent Name:</b>	Dmytro Levkivsky		
<b>Address Line 1:</b>	Holosiivska str. 13b		
<b>Address Line 2:</b>	apt. 343		
<b>Address Line 4:</b>	Kyiv, UKRAINE 03039		
<b>NAME OF SUBMITTER:</b>	Dmytro Levkivsky		
<b>SIGNATURE:</b>	/dmytro levkivsky/		
<b>DATE SIGNED:</b>	12/20/2017		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

December 01<sup>st</sup>, 2017

This Assignment Agreement is made by and between

**All Digital Ads FZE**, a company organized and existing under the laws of United Arab Emirates, with its registered address at Al Shmookh Building, Umm al Quwain Free Trade Zone, UAE (the “**Assignor**”) of the one part; AND

**J.L. Interactive Limited**, a company organized and existing under the laws of Gibraltar, with its registered address at 13/1 Line Wall Road, Gibraltar (the “**Assignee**”) of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as “Party” and collectively, as “Parties”.

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) (the “Trademark”) in United States of America (the “Territory”) of which the particulars are set forth as follows:

<u><b>Trademark</b></u>	<u><b>International Class</b></u>	<u><b>Certificate No.</b></u>
ROMANCE COMPASS	045	US Serial Number: 87380754 US Registration Number: 5306520
JUMP4LOVE	045	US Serial Number: 87380721 US Registration Number: 5306517

WHEREAS, the Assignee desires to acquire from the Assignor the Trademarks Registrations in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 100 US dollar (one hundred US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby transfers and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the mark, together with:
  - a) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered;
  - b) all predating to registration common law rights;
  - c) all income, royalties, and damages hereafter due or payable to Assignor with respect to the marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, and
  - d) all rights to sue for past, present and future infringement or misappropriations of the marks.

2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee.
4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
5. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
6. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
7. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 01<sup>st</sup> day of December, year 2017.

For and on behalf of the Assignor

Signature: \_\_\_\_\_

By: Mykhailo Kovshov  
Title: Director

For and on behalf of the Assignee

Signature: \_\_\_\_\_

By: Mykhailo Kovshov  
Title: Attorney